Exhibit 19

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LICENSE AGREEMENT

This Agreement ("Agreement") dated February 1, 2000 (the "Effective Date"), and made in New York, New York, between PRESS ASSOCIATION, INC. ("PA"), a New York corporation and a wholly-owned subsidiary of The Associated Press, a New York corporation, with offices at 50 Rockefeller Plaza, New York, New York 10020, and LEXIS-NEXIS, a division of Reed Elsevier Inc. ("SUBSCRIBER"), a Massachusetts corporation with offices at 9443 Springboro Pike, Miamisburg, Ohio, 45342.

I. Grant

- A. PA hereby grants to SUBSCRIBER a non-exclusive worldwide license to reproduce, display, distribute and authorize authorized use of the materials identified on Schedule A hereto (each, individually, a Service and, collectively, the "Licensed Materials") and any portion thereof through products and services produced or offered by SUBSCRIBER in connection with its business as described on Schedule H and consisting of or utilizing electronic access, distribution, or use of information upon the terms contained in this Agreement. The rights granted to SUBSCRIBER encompass distribution by affiliates of SUBSCRIBER, agents of SUBSCRIBER and other distributors of products and services produced or offered by or for SUBSCRIBER.
- Notwithstanding Paragraph I.A above, PA reserves to itself the exclusive right to permit use of the Licensed Materials identified on Schedule A as Part 2 Materials by Excluded Customers (as defined on Schedule B) during the first 24 hours following such material being first made available through PA's data feeds; provided, however, that SUBSCRIBER shall have a period of five months from the Effective Date to conclude implementation of these restrictions. In the event it is determined that SUBSCRIBER has permitted use of the Licensed Materials Identified on Schedule A as Part 2 Materials by Excluded Customers in violation of this provision, PA shall have the right to require SUBSCRIBER to correct the situation within 10 days, unless correction requires the creation of a new menu in which case SUBSCRIBER shall have 30 days, of notice thereof to SUBSCRIBER. In the event SUBSCRIBER fails to correct the situation within the time frame provided herein and falls to make good faith efforts to correct the situation, then as long as the situation remains uncorrected PA may, as its sole and exclusive remedy for such failure, terminate this Agreement upon 30 days prior notice to SUBSCRIBER. Notwithstanding the foregoing portion of this Paragraph I.B, PA's reservation of right with respect to Excluded Customers shall not apply to specific offerings approved by PA. All approvals by PA shall be in writing. SUBSCRIBER is entitled to rely on telecopied approvals and need not obtain original approval documents when a telecopied approval is received. Documents in a form substantially similar to Schedule C shall be sufficient for approval.
- C. The rights granted to SUBSCRIBER pursuant to Paragraph 1.A above specifically exclude the right to permit use of (a) the AP National Data Stream ("APNDS"), to newsrooms and news bureaus of any Media Business (as defined below) during the first 24 hours following such material being first made available through PA's data feeds and (b) of any Licensed Materials to Reuters Limited, Agency France Press, UPI or Bloomberg at any time; provided, however, that SUBSCRIBER (i) shall

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have a period of five months from the Effective Date to implement this restriction and (ii) may permit use of the APNDS during such 24 hour period by the Media Businesses which (1) are listed on Schedule D or (2) have been approved by AP in accordance with the procedure set forth below (collectively "Approved APNDS Entities"). As used in this Section 1.C and Schedule B, the term "Media Business" means any media business whose primary focus is providing news content, including, without limitation, newspapers, broadcasters, wire services, news magazines and other publications. SUBSCRIBER shall use reasonable commercial efforts to provide AP prior written notice of SUBSCRIBER's intent to provide access to APNDS during such 24 hour period to any newsroom or news bureau of any Media Business other than the Approved APNDS Entities. Such notice will specify the particular entity at issue and will be sent to AP via U.S. Mall (certified or registered), overnight courier, facsimile or telegram to the following address (or such other address as AP may designate by notice to SUBSCRIBER):

Attn: Manager of Distributor Markets and Attn: Director of Licensing Press Association Inc. 50 Rockefeller Plaza New York, NY 10020 Facsimile number, 212-621-5488

AP may, for a period of 10 business days after its receipt of such notice, by providing written notice to SUBSCRIBER during such period, disapprove of SUBSCRIBER's permitting use of the APNDS by such entity during such 24 hour period. In the event that PA approves such distribution or does not give timely notice prohibiting such use, the proposed entity shall be deemed approved and this Agreement shall automatically be deemed amended to include such entity on the list of Approved APNDS Entities on Schedule D. In the event it is determined that SUBSCRIBER has permitted use of the APNDS in violation of this provision, PA shall have the right to require SUBSCRIBER to correct the situation within 10 days, unless correction requires the creation of a new menu in which case SUBSCRIBER shall have 30 days, of notice thereof to SUBSCRIBER. In the event SUBSCRIBER fails to correct the situation within the time frame provided herein or fails to make good faith efforts to correct the situation, then as long as the situation remains uncorrected PA may, as its sole and exclusive remedy for such failure, terminate this Agreement upon 30 days prior notice to SUBSCRIBER.

D. The rights granted SUBSCRIBER pursuant to Paragraph I.A specifically exclude the right to permit use of Licensed Materials Identified on Schedule A through Gateway (as defined below) distributors during the first 24 hours following such material being first made available through PA's data feeds; provided, however, that this restriction shall not apply to gateway arrangements with parties identified on Schedule E ("Exempt Gateway Distributors") or otherwise agreed to by PA. The term "Gateway" means any system linkage arrangement that enables a user of an information product or service made available by a party other than SUBSCRIBER or its affiliates to access a controlled access information product or service made available by SUBSCRIBER without SUBSCRIBER authenticating such user. In the event it is determined that SUBSCRIBER has permitted use of the Licensed Materials identified on Schedule A in violation of this provision, PA shall have the right to require SUBSCRIBER to correct the

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situation within 10 days, unless correction requires the creation of a new menu in which case SUBSCRIBER shall have 30 days, of notice thereof to SUBSCRIBER. In the event SUBSCRIBER fails to correct the situation within the time frame provided herein and falls to make good faith efforts to correct the situation, then as long as the situation remains uncorrected PA may, as its sole and exclusive remedy for such failure, terminate this Agreement upon 30 days prior notice to SUBSCRIBER.

- E. The rights granted to SUBSCRIBER pursuant to Paragraph I.A specifically exclude the right to provide the Licensed Materials identified on Schedule A to any Subscriber customer for redistribution through such customer's extranet to any third party end user(s), except as follows:
 - i) The extranet is a controlled access extranet which is primarily available only to employees of SUBSCRIBER's customer or organizations (i.e., business entities as opposed to individual consumers) with which such customer has a business-to-business relationship (e.g., General Motors with its auto dealerships and its vendors), in which case any of the Licensed Materials may be provided to such customer for use in such extranet;
 - The extranet is available to the general public for promotional reasons or otherwise (e.g., a homepage or Website on the Internet), in which case not more than 10 stories (at any one time) from the Licensed Materials identified on Schedule A as Part 1 Materials and no portion of the Licensed Materials identified on Schedule A as Part 2 Materials may be provided by SUBSCRIBER to such customer for use in such extranet without the prior written approval of PA;
 - iii) The extranet is a controlled access extranet which is available to individuals (i.e., individual consumers as opposed to business entities) who have a direct relationship to SUBSCRIBER's customer (e.g., American Medical Association with its members; retail customers of Charles Schwab), in which case the Licensed Materials, may, with the prior written approval of PA, be provided by SUBSCRIBER for use in such extranet.

In the event it is determined the SUBSCRIBER has permitted use of the Licensed Materials in violation of this provision, PA shall have the right to require SUBSCRIBER to correct the situation within 10 days, unless correction requires the creation of a new menu in which case SUBSCRIBER shall have 30 days, of notice—thereof to SUBSCRIBER. In the event, SUBSCRIBER fails to correct the situation within the time frame provided herein and falls to make good faith efforts to correct the situation, then as long as the situation remains uncorrected PA may, as its sole and exclusive remedy for such fallure, terminate this Agreement upon 30 days prior notice to SUBSCRIBER.

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- F. The rights granted SUBSCRIBER pursuant to Paragraph I.A specifically exclude the right to reproduce, display and distribute the Licensed Materials (a) by means of CD-ROM, audiotext, cable television (other than as common carrier transport), print (other than print ancillary to electronic use) or telecopier/fax (other than telecopier/fax ancillary to other electronic use) and (b) as a stand alone product which is not a part of products or services produced or offered by SUBSCRIBER.
- G. The rights granted SUBSCRIBER pursuant to Paragraph I.A specifically exclude the right to distribute Licensed Materials by means of products and services which are both (i) produced by SUBSCRIBER, and (ii) made available to customers only by one or more third parties and not by SUBSCRIBER without the prior written permission of PA.
- H. The rights granted SUBSCRIBER pursuant to Paragraph I.A specifically exclude the right to sublicense and deliver to any unaffiliated third party for purposes of redistribution outside of that organization comprehensive collections of materials from any of the Services included within Licensed Materials without the written permission of PA.
- I. PA reserves all right, title and interest, including without limitation copyright, in the Licensed Materials not granted to SUBSCRIBER under this Agreement.
- J. In the event that SUBSCRIBER exercises its option under Paragraph VII.E below, it will not release Licensed Materials in its services until 24 hours after initial publication thereof.

II. Delivery of the Licensed Materials

- A. The Licensed Materials shall be delivered to the location specified in Schedule F hereto at PA's expense by continuous feed. Delivery format shall be in general accordance with ANPA Wire Service Transmission Guidelines, attached hereto as Schedule G. PA shall provide, at PA's expense, dedicated lines or satellite reception equipment, as appropriate (as reasonably determined by PA), PA-configured modem(s) and such other equipment and facilities as are, or become, necessary for receipt of the Licensed Materials by SUBSCRIBER. SUBSCRIBER shall be responsible for obtaining, installing and maintaining at SUBSCRIBER's expense such equipment and software as may be required for it to make use of the Licensed Materials once received.
- B. Delivery of the Licensed Materials to SUBSCRIBER shall occur no later than those materials are made available by PA or The Associated Press to any other party.

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III. PA Representations, Warranties and Covenants

- A. PA has all necessary right, power and authority to enter into this Agreement and grant the license set forth in Paragraph I above; and
- B. PA shall respond to all proposed promotion and advertising pieces submitted by SUBSCRIBER for review pursuant to this Agreement within ten (10) business days of receipt thereof. Responses shall indicate either approval or disapproval and, if disapproval is indicated, shall include an explanation of the reasons for the disapproval. PA shall not unreasonably withhold or delay approval of any submission. Any item approved for use by PA pursuant to this paragraph shall be deemed approved for future use in identical or substantially similar advertising pieces unless specific notation of a restricted approval is forwarded to SUBSCRIBER at the time of approval. PA may withdraw its previous approval of any promotion or advertising piece with 10 days prior written notice. Upon receipt of such notice SUBSCRIBER shall use reasonable efforts to cease all use of the affected promotion or advertising piece within 30 days.

IV. SUBSCRIBER Representations, Warranties and Covenants

- A. SUBSCRIBER shall not alter the editorial content or substance of the Licensed Materials without the specific authority of PA. Notwithstanding the foregoing, PA acknowledges and agrees that SUBSCRIBER shall not be liable for inadvertent and unintentional alterations of the editorial content or the substance of the Licensed Materials provided that SUBSCRIBER takes prompt action to correct such misuse immediately upon becoming aware of it. If PA notifies SUBSCRIBER of such misuse, SUBSCRIBER will take prompt action to correct the alterations in order to maintain the integrity of the Licensed Materials.
- B. SUBSCRIBER shall make available to users of the Licensed Materials through products and services produced or offered by SUBSCRIBER language (i) disclaiming liability on the part of Associated Press or PA (or SUBSCRIBER's data providers generally) for errors in or omissions from the data provided and for indirect, incidental and consequential damages arising therefrom, and (li) prohibiting redistribution (except as permitted under the applicable copyright laws), publication or broadcast of the Licensed Materials. This language may be made available by means of user terms and conditions or electronic display.
- C. SUBSCRIBER shall not make commercially available any Licensed Materials released in advance by PA before the date and time specified by PA for general availability by other distribution means.
- D. If any of the Licensed Materials are "killed," "eliminated" or "withheid" by The Associated Press or PA, SUBSCRIBER will, with all reasonable dispatch following reception of a "kill," "elimination" or "withhold" request from PA, thereafter purge such materials from all products and services produced or offered by, and archives maintained-by, SUBSCRIBER.

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E. SUBSCRIBER agrees that all formal promotion and advertising pieces prepared by SUBSCRIBER's marketing or communication departments focusing on or featuring the Licensed Materials or any portion thereof shall be subject to prior review by PA in accordance with the procedure hereinafter set forth. This review procedure does not apply to promotion and advertising pieces which incidentally mention, but do not focus on or feature, the Licensed Materials, nor does it apply to promotional flyers or correspondence prepared by sales and sales support staffs featuring the Licensed Materials. Items submitted for review by SUBSCRIBER shall be sent to the following address:

ATTN DIRECTOR, INFORMATION SERVICES ASSOCIATED PRESS 50 Rockefeller Plaza New York NY 10020

Facsimile Number: 212-621-5488

V. Payment

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VI. PA Password

- A. When the Licensed Materials become commercially available through SUBSCRIBER's electronic information products and services, SUBSCRIBER shall furnish PA with (i) an identification number (the "Special ID") giving PA access to the Licensed Materials, and (ii) one free copy of SUBSCRIBER's session manager software.
 - B. PA may use the Special ID without charge.
- C: Notwithstanding anything in this Agreement to the contrary, use of the Special ID will be excluded when determining Revenue and fees.

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VII. Term and Termination

- A. This Agreement shall take effect on the Effective Date, and shall, unless earlier terminated as herein provided, continue through January 31, 2003. It shall automatically continue thereafter for further terms of one (1) year each, until either party delivers to the other written notice of termination not less than 120 days prior to the end of the then-current term.
 - B. This Agreement supersedes the following agreements:
 - (i) Archival News License Agreement dated March 5, 1996 by and between PA and SUBSCRIBER:
 - (ii) Current News License Agreement dated as of August 1, 1993 by and between PA and SUBSCRIBER, as successor-in-interest to Mead Data Central, Inc.;
 - (iii) License Agreement dated August 6, 1987 by and between PA, successor-in-interest to Kyodo International, Inc., and SUBSCRIBER, as successor-in-interest to Mead Data Central, Inc.; and
 - (iv) Agreement dated March 14, 1982 by and between PA and SUBSCRIBER, as successor-in-interest to Mead Data Central, a division of The Mead Corporation

(Collectively, the "Prior Agreements"). Upon this Agreement becoming effective the Prior Agreements shall terminate.

- C. Upon any material breach or material default of this Agreement by either party, the other party may give notice of such breach or default and, unless such breach or default shall be cured within thirty (30) days after delivery of such notice (or ten (10) days in the case of the failure of SUBSCRIBER to pay fees described in Paragraph V on the dates set forth therein), then, without limiting any other remedy available at law or equity to the non-breaching party consistent with the terms of this Agreement particularly Paragraph VIII, that party may terminate this Agreement by delivery of a notice of termination at any time thereafter before such breach or default has been cured.
- D. If either party hereto files a petition under any chapter of the Bankruptcy Code, as amended, or for the appointment of a receiver, or if an involuntary petition in bankruptcy is filed against such party and said petition is not discharged within thirty (30) days, or if either party ceases to pay its debts as they fall due or becomes insolvent or makes a general assignment for the benefit of its creditors, or if the business or property of either party shall come into the possession of its creditors or of any governmental agency or of a receiver, then, in any such case and notwithstanding any other provisions of this Agreement, the other party hereto may at its option terminate this Agreement upon written notice to the other party.

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- SUBSCRIBER may, on notice to PA at least 30 days prior to the end of the first year of this Agreement (I.e., by notice given on or before January 1, 2001), terminate its real time use of the continuous delivery of the AP National Data Stream and the AP State Wires; provided, however, that (a) such notice shall not be effective until July 31, 2001 and during the period prior to July 31, 2001, SUBSCRIBER may continue its real time use of the continuous feed of the AP National Data Stream and the AP State Wires and shall make payments to PA in the amount of \$291,666.67 per month and (b) effective August 1, 2001, SUBSCRIBER shall discontinue its real time release of the AP National Data Stream and the AP State Wires in SUBSCRIBER services and shall not release the AP National Data Stream or the AP State Wires in SUBSCRIBER services until 24 hours after initial publication thereof, and the monthly fee from SUBSCRIBER to PA shall be \$250,000 per month for the remainder of the term of this Agreement, subject, in any case, to SUBSCRIBER's obligation under Paragraph V.E to pay actual royaltles at the rate of 25% on Revenue to the extent that such actual royalties exceed such monthly fee. In addition, SUBSCRIBER may terminate this Agreement in its entirety at anytime after January 31, 2002 on not less than 30 days prior notice to PA.
- F. Upon termination SUBSCRIBER shall, at PA's option exercised within 60 days after the date of termination and with 30 days written notice, dispose of the then-accumulated Licensed Materials as follows:

Option 1: SUBSCRIBER shall promptly return to PA one complete copy of all or such portion of the then-accumulated Licensed Materials as may be requested by PA in a computer-readable form agreed upon by the parties and, following acceptance of the same by PA, destroy all remaining computer-readable versions thereof in its possession. For this purpose SUBSCRIBER may charge PA for materials requested by PA at the rate of \$50.00 per reel for each reel of magnetic tape containing approximately 15 million characters of such materials.

Option 2: SUBSCRIBER shall destroy all computer-readable versions of the Licensed Materials then in its possession.

In the event PA exercises either option, SUBSCRIBER shall, if requested by PA at the time of notice of PA's election, certify in writing the completion of destruction of all copies of Licensed Materials in SUBSCRIBER's possession.

VIII. Limitation of Liability

A. Neither PA nor SUBSCRIBER (including their respective employees, directors, officers, agents, parent corporations, subsidiary corporations and affiliates of any of them, all of which are hereafter referred to as "Related Parties") shall be liable to the other for any loss or injury caused, in whole or in part, by delays, inaccuracies, errors or omissions in the transmission or delivery of the Licensed Materials or by claims of infringement, invasion of privacy or misappropriation of proprietary rights relating to or arising from this Agreement.

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B. IN NO EVENT SHALL PA OR SUBSCRIBER (INCLUDING THEIR RESPECTIVE RELATED PARTIES) BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, SPECIAL, OR INDIRECT DAMAGES ARISING FROM THE AVAILABILITY, USE OF OR RELIANCE UPON THE LICENSED MATERIALS OR ANY PART THEREOF, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IX. Warranty Disclaimer

PA SHALL USE ITS BEST EFFORTS TO INSURE THE ACCURACY OF ITS INFORMATION. PA DOES NOT, HOWEVER, GUARANTEE THE SEQUENCE, ACCURACY OR COMPLETENESS OF ANY OF SUCH MATERIAL. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PA NOR THE ASSOCIATED PRESS MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

X. Confidentiality

- A. During the term of this Agreement and for three years after termination, PA and SUBSCRIBER shall maintain in confidence and not disclose to third parties without the other's prior written consent, the information concerning payments outlined in Paragraph V of this Agreement or any other information labeled "Confidential" except for normal reporting to each party's parent corporation, if any. PA and SUBSCRIBER shall not disclose to unaffiliated third parties the specific terms of this Agreement.
- B. Notwithstanding the restrictions set forth in this Paragraph X, neither party hereto shall have any duty of confidentiality with respect to information or materials disclosed to it by the other party to the extent such information:
 - (I) is or comes into the public domain through no fault of the receiving party hereunder;
 - (ii) is legally obtained from third parties without binder of secrecy;
 - (iii) was previously known to the party to whom such information is disclosed without binder of secrecy or is independently developed by such party; or
 - (iv) is required to be disclosed by valid legal process.

XI. General Provisions

A. Neither party will be liable to the other for any delay or default in performing its respective obligations under this Agreement due to causes beyond its reasonable control and without its fault or negligence. So long as any such failure continues, the party affected by conditions beyond its control will keep the other party fully informed at all times concerning the matters causing such delay or default and the prospects for their termination. Fees described under Paragraph V will not be due with respect to any period of delay or default within the scope of this paragraph (including

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periods during which the LEXIS and NEXIS services are not available due to causes beyond SUBSCRIBER's reasonable control and without its fault or negligence); provided, however, that in the event any period with respect to which fees are not due by reason of this provision exceeds 60 days, PA shall, so long as such period continues, have the right to terminate this Agreement upon 10 days' notice to SUBSCRIBER.

- B. Nothing in this Agreement shall be construed to constitute or appoint either party as the agent or representative of the other party for any purpose whatsoever, or to grant to either party any rights or authority to assume or create any obligation or responsibility, express or implied, for or on behalf of or in the name of the other, or to bind the other in any way or manner whatsoever.
- C. All notices required by this Agreement shall be sent in writing (by certified or registered mail, overnight courier, facsimile or telegram) to PA and SUBSCRIBER at the following addresses:

If to PA;
ATTN TREASURER
PRESS ASSOCIATION, INC.
50 Rockefeller Plaza
New York NY 10020
Facsimile Number: 212-621-5432

and

ATTN DIRECTOR, INFORMATION SERVICES PRESS ASSOCIATION, INC. 50 Rockefeller Plaza
New York NY 10020
Facsimile Number: 212-621-5488

and

ATTN John Keitt, Esq. c/o Dewey Ballentine LLP 1301 Avenue of the Americas New York NY 10019 Facsimile Number: 212-259-8000

If to SUBSCRIBER:

If by U.S. Mail: ATTN GENERAL COUNSEL LEXIS-NEXIS PO Box 933 Dayton OH 45401

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If by Hand Delivery or Facsimile:
ATTN GENERAL COUNSEL
LEXIS-NEXIS
9443 Springboro Pike
Miamisburg OH 45342
Facsimile Number: 937-865-1211

All notices shall be effective upon receipt. Either party may from time to time change its address as set forth above by notifying the other party of its new address in writing.

- D. No forbearance by either party in enforcing any of the provisions of this Agreement and no course of dealing between the parties shall operate to prejudice either party's rights to enforce such provisions or operate as a waiver of any of either party's rights hereunder.
- E. This Agreement shall be subject to all applicable present and future federal, state and local laws and regulations of the Federal Communications. Commission and any other federal or state agency. Neither party shall be liable to the other for any failure to perform its obligations hereunder, except for payment of charges already owing, which results directly from such laws or regulations.
- F. This Agreement shall be governed by, interpreted and construed under, and in connection with, the laws of the State of New York without giving effect to its conflict or choice of law rules or principles.
- G. Notwithstanding any termination of this Agreement, the terms of Paragraphs III.A, VII.F, VIII, IX and X and SUBSCRIBER's obligation to pay fees accrued prior to termination, shall survive termination and remain in full force and effect.
- H. Neither this Agreement nor any of the rights or obligations of the parties hereunder may be assigned by either party without the prior written consent of the other, which consent will not be unreasonably withheld.
- The provisions hereof, including the schedules, constitute the entire agreement between the parties relating to the transactions contemplated herein and merge and supersede all prior discussions, agreements, and understandings of every kind and nature between them relating to the transactions contemplated herein. No oral modifications or additions hereto shall be binding. Neither party shall be bound by any condition, definition, warranty or representation other than as expressly provided for in this Agreement or as may be duly set forth in a writing signed by an authorized officer of the party hereto which is to be bound thereby.
- J. The parties hereto have reviewed, commented upon and fully participated in the preparation of this Agreement and have at all times been represented by counsel of their choice in respect thereof. In no event shall any provision of this Agreement be interpreted to the disadvantage of any party based on such party's having been a draft person of the same.

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K. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

LEXIS-NEXIS, a division of

Reed Elsevier Inc.

BY: Bull

NAME: Rill Pardice

TITLE: President + COD, NIEVIS

LEXIS-NEXIS LEGAL DEP

PRESS ASSOCIATION, INC.

BY: I Name K

AME: Thomas K. Bretting

TITLE: Director, Bus. Dev.

OATS: 2112 EVE

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SCHEDULE A

LICENSED MATERIALS

All information distributed during the term of this Agreement by means of the following services (and their successors) and all information previously delivered to SUBSCRIBER under the Prior Agreements:

Part 1 Materials

AP National Data Stream

AP Election Wires

AP Online Service

AP Photos commencing 1/1/99

AP Alerts

Executive Morning Briefing Service

International English Language Wire Service including:

Mideast Wire Service European Wire Service Aslan Wire Service African Wire Service Indian Wire Service

Service 444 Française de L'Associated Press Service

La Prensa Asociada Service

AP's nyhetstjaenst Service

AP's Nederlandse Dienst Service

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Schedule A Licensed Materials

Part 1 Materials (cont'd.)

All information distributed since May 1, 1991 by means of the AP-Deutscher Dienst Service

AP Campaign News

AP Candidate Biographies

Japan Economic News Wire

Kyodo English Language Service

Part 2 Materials

AP State Wires for all fifty (50) states

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SCHEDULE B

EXCLUDED CUSTOMERS

The term Excluded Customers means all of the following:

Philip Morris, Inc.
The White House
U.S. House of Representatives
U.S. Senate
Radio Free Europe
Radio Free Asia
Radio/TV Marti
Voice of America
Newsrooms and news bureaus of any Media Business

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SCHEDULE C

APPROVAL FORM

T0:

[Name/Title]

Press Association, Inc.

Facsimile Number: 212-621-5488.

FROM:

[Name/Title]

LEXIS-NEXIS

RE:

LEXIS-NEXIS License Agreement

Pursuant to Paragraph I.B of the License Agreement, approval of Press Association, Inc. is hereby requested to include the following materials:

[Describe materials]

in the following offering:

[Describe offering]

which offering will be made available to Excluded Customers (as that term is defined in the LEXIS-NEXIS License Agreement).

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Please include your approval of this offering by signing and dating this request in the space provided below and sending by facsimile the signed and dated form to:

ATTN LICENSING
LEGAL ADMINISTRATION
LEXIS-NEXIS
Facsimile Number; 937-865-1211

APPROVED:
PRESS ASSOCIATION, INC.

DATE:

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SCHEDULE D

APPROVED APNDS ENTITIES

ABC NETWORK ABA-BANKING JOURNAL AKRON BEACON JOURNAL **ALVIN TOFFLER** AMERICAN HOSPITAL PUBLISHING AMERICAN LAWYER MEDIA AMERICAN SPECTATOR MAGAZINE AMERICAS VOICE AMWARD PUBLICATIONS, INC. ANDERSON PUBLISHING ANDREWS PUBLICATIONS ARMIN AMLER ASBURY PARK PRESS ASPEN PUBLISHERS INC ASSOCIATED NEWPAPERS ASSOCIATED PRESS ASSOCIATES NEWPAPERS (USA) LTD ATLANTIS FILMS **BALLANTINE BOOKS BALTIMORE SUN** BANGOR DAILY NEWS **BANTAM BOOKS** BASELINE II, INC. BASELINE, INC. BAUER PUBLISHING **BET - NETWORK OPERATION BOSTON GLOBE** BRITISH BROADCASTING CORP **BUFFALO NEWS BUSINESS INFORMATION CENTER** BUSINESS WEEK - EDITORIAL LIBRARY CAHNERS PUBLISHING COMPANY CANNELL STUDIOS CAPITAL CITIES COMMUNICATIONS INC. CAPITOL HILL PUBLISHING CORP CATALOG AGE CBS CFO PUBLISHING CORP. CHANEL7-WHDH CHANNEL ONE CHANNEL ONE/K3 COMMUNICATIONS CHEMICAL WEEK CHICAGO SUN TIMES

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CHICAGO TRIBUNE

CHRISTINE BIEDERMAN

CLASSIC SPORTS NETWORK

CNBC

COLLIER NEWFIELD INC

COMEDY CENTRAL - THE DAILY SHOW

COMMERCE CLEARING HOUSE

COMMISSION/COMMITTEE TO PROTECT JOURNALISTS

CONNOISSEUR

CONSUMERS UNION

COURIER - NEWS

COURT TV

COX NEWSPAPERS

CRAIN COMMUNICATIONS

CTV/CORPORATE TV GROUP INC

DAILY JOURNAL

DAILY NEWS RECORD

DALLAS NEWS

DATA COMMUNICATION-CMP MEDIA

DELUXE ENTERTAINMENT

DEMOCRAT & CHRONICLE

DENNIS PUBLISHING INC

DESERET NEWS PUBLISHING CO

DETROIT FREE PRESS

DETROIT NEWS

DISNEY ONLINE

DON SIMPSONJERRY BRUCKHEIMER PRODUCTION

DOUBLEDAY

DR QUINN MEDICINE WOMAN

DREAMWORKS

DRI/MCGRAW-HILL

DUN & BRADSTREET INC

DURHAM HERALD - SUN

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EARL GRAVES LTD.

ENTRADA PRODUCTIONS/RICKI LAKE SHOW

ESPN MAGAZINE

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EXPRESS NEWSPAPERS

FDC REPORTS INC

FIRST FOR WOMEN

FLORIDA TIMES UNION

FOCUS ON THE FAMILY

FORGIVE OR FORGET

FOUNDATION FOR NATIONAL PROGRESS

FOX KTTV CHANNEL 11

FOX NEWS

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FREE CONGRESS FOUNDATION

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KRT INFORMATION SERVICES

KSTP-CHANNEL 5 KTLA - CHANNEL 5

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KXAS - TV CHANNEL 5

LAKELAND LEDGER

LATE LATE SHOW WITH TOM SNYDER

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    TIME WARNER
    TIMELINE PUBLISHING CO
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SCHEDULE E

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SCHEDULE F

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or such other location or locations as SUBSCRIBER may specify upon 45 days prior notice to PA. SUBSCRIBER shall bear all reasonable costs of moving all necessary telecommunications equipment and service to a new location if the delivery location is moved at the request of SUBSCRIBER.

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SCHEDULE G

ANPA WIRE SERVICE TRANSMISSION GUIDELINES

(See Pages 28A thru 28H)

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JULY 10, 1989

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NUMBER 89-3

P. 30/40

WIRE SERVICE TRANSMISSION GUIDELINES

THIS PUBLICATION REPLACES ANPA SPECIAL REPORT NUMBER 84-2.

GENERAL

The ANPA Wire Service Guidelines for 1200 Baud transmission were first published in ANPA/Research

Institute Bullain 1312, Feb. 1, 1978.
This publication is a reprint of Bulletin 1312 with additional descriptive material and changes that were adopted over the years. Actual use of certain areas of the guidelines does vary between the wire curriers due to hardware, software or system limitations. Development of nativate to receive a paricular wire service should be done in conjunction with the wire service vendor to insure accurate conformance to the vendor's system.

An engoing ANPA Wire Service Guideline Committee

conducts several meetings per year to maintain Kalson among the various nows service carriers. The committee consists of volunteer representatives of news service carriers, equipment vendors and newspaper users of the service. Representatives of each group review performance information and recommendations that may morous news services and the methods by which newspapers are able to most effectively use those news

ServiceS.

2. TRANSMISSION CONTENT

The elements for transmission consist of the message header, message lext and the post-text information. The contents of the message header fields and the appropriate sequence of those fields are shown following the descriptive maierial,

MESSAGE HEADER OBJECTIVE

The material that precedes the text contains fields that are designed to provide the following information:

- Level of Service
- Identity number
- Selector code identifier
- Priority of the message
- Calagory of text information
- · Tex typesetting format

Keyword for specific and unique identity

- Version and reference fields to assist in finking the text of a message to a previous or subsequent message.
- . The month and day the story was fied.

A brief description of the various header fields follows (A through V). It is important to understand that the news services do not assign the Service Level Designators in a. uniform manner. Receiver's software designed to perform sorting of copy in this field is discouraged because of the diversity in application.

It is recommended that any software effort designed for receiving news service material be coordinated directly with

the news service carrier.

Please note that the Associated Press text defimits paragraphs with CR (Canings Return), LF (Uris Feed), HT (Horizontal Tab), followed by 3 SPs (space codes). UPI uses OL (Qued Left), CR, LF, HT, followed by 3 SPs.

PRINTING TRACE TERMS

The design, of the 1200 band quidelines was dictated by the systems that were in place in the newspaper business a decade ago. Much of the text of the guidelines assumes knowledge of graphic arts and newspaper equipment terminology from that wra...

A START-OF-MESSAGE HEADER

All transmissions will start with the following codes: SYN (Synchronous Idle), SYN and SOH (Start of Header).

SERVICE LEVEL DESIGNATOR

The wire designator code will be an upper- or lower-case single alpha character that identifies the basic nature of the service. There is great diversity in the way that the various news services use this eres; however, the tollowing live lower case alpha characters are used uniformly

(The use of selector code, category code, cycle identifiers and keyword provide the most effective data for

sorting and routing copy.)

notezimenen awan abiwnolaki-d & g

c-Nationwide transmission of selected standing features 1-Nationwide transmission of news designed primarily for financial pages

Nationwide sports transmission

Documentation that lists the meaning and use of other upper and lower case alpha characters is maintained and available from the wire carriers.

C. STORY NUMBER

The story number will be four single digits. The order of sequencing such numbers will be at the discretion of each wire service.

28 A

information. This 15-character field of upper- and lowercase alpha or numeric characters may also provide for the possibility of further enhancement of the guidelines at some future date. (AP does not use this field).

END-OF-FIELD DELIMITER

The Tab Field Indicator (TFI) is provided here as the detirnites which offers use of Item F as an optional area.

F. SELECTOR CODE

This is a five-character field of assigned lower-case alpha characters and hyphens that provides fixed and unique identity of a transmission. Documentation that lists the codes and identifies the meaning is maintained by the wire comers. (Expansion of this area will occur at some future date by adoption of upper-case and numeric character combinations. Implementation of this expansion will be through mutual agreement with sufficient notice to vendors, users and wire service carriers).

END-OF-FIELD DELIMITER This is designated by a Line Feed. (LF).

H. PRIDRITY OF STORY

The priority of a transmission is designated by any of the following single alpha characters.

Spot New priorities are F. B. U. R. and D. Release at-Will priority is W. Advance News priorities are A and S.

SPOT NEWS PRIORITIES

f-Flash. Highest priority of wire communications (seldam used).

b-Bulletin. A priority level of prime spot news, kill notes and release information regarding copy previously. bransmitted.

u-Urgens, Just under prime spot news but not to be used on routine spot news copy.

r-Rush. Skedded spot copy and late breaking major stories.

d-Daily. All other spot news.

. RELEASE AT WILL PRIORITY

w-Copy which has publishing value during and after . the current transmission cycle.

ADVANCE NEWS PRIORITIES

Advance priorities should be assigned to stories sent for release at some future date after the current cycle (AM

-Weekday edvance. Copy that is transmitted for use outside of the current cycle of transmission.

e-Weekend advance. For weekend copy.

NOTE: Items to be held for release during the current cycle will move with an active, not advance, priority,

END-OF-FIELD DELIMITER Designated by a Single Space (SP).

CATEGORY OF STORY

The caregory code of the story may be any of the tollowing single alpha characters:

-Domeste, non-Washington, general news Rem.

b-Special Events. National labular election items.

c-Standing, general (eatures, d-Food (dist).

-Entensinment, television and culture.

1-Financial pages.

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k-Commentary. Meterial designed primarily for segged (Israclibs-sticoddo) be-do bus isralibs

I-Litestria.

n-State and regional (used by AP).

-Weather forecast malerial.

-National political.

-individual aporta ecores (orie-line entry).

-Racing results and entries.

-Sports, including packages of sports accres.

1-Travel

u-State and regional (used by UPI).

v-Advisories_that may affect more than one colegory.

w....Washington-dateline general news.

x, y & 2-reserved for wire services.

NOTE: Was services may use categories to call to the attention of centain editors items of probable interest moved in another category. News services need not use every assigned category code, but when used they should be used only as defined herein.

K . FORMAT IDENTIFIER

This will be two sets of specific commands generated by the sender and not visible to the user on a video display terminal screen. This designates to the computer the format in which the material is being transmitted. The first command will be DC4 (Device Control) for agate (5 1/2 point type) or DC3 for body type (8 point type). The second will be either DC2. If the item contains any tabular lines, or

END-OF-FIELD DELIMITER Designated by a Single Space (SP).

M. KEYWORD

This field provides a maximum of 24 upper- or lowercase characters to identify the following:

1. Story cycle. The first three characters of this field will be am-, pm- or be- (both cycles), indicating the publishing cycle for which it is intended.

The main story name by use of a unique, pertinent Keyword or key phrase, consisting of words connected by a hyphen without space.

3. The side sibry or stories related to a main slory.

To make possible the automatic linking of the different elements of a story in some newspaper systems, the Keyword starting with cycle will appear in exactly the same form in all subsequent transmissions amending the original story. The Keyword field may contain alpha characters in upper- and/or lower-case, numerics and punctuation, but without space bands. Examples of the Keyword line are:

	main storyarn-election		
	sidebaram-election Ohio		٠,
	another sidebarsm-election-Senate		
	The Keyword will appear in the same form on	ΔĦ	ĺ
u	because transmissions amending the printel.		

N. END-OF-FIELD DELIMITER This is designated by a Single Space (SP).

O. VERSION FIELD

The information in this field is designed to enable newspaper systems to distinguish new leads; inserts. corrections and adds, so that the process of automatically assembling separately transmitted portions of a story is not limited to putting the tatest material at the bottom of the file.

Many blinsmissions was test tadens and sites at the field. If no entry is required, an additional space will be transmitted instead.

Valid Version Field entries are::

bit-AP budget items. (Not repeated when istid. 2ndid, etc. are filled).

sked-UPI scheduled kems. (Not repeated when 1 stid, 2ndld, etc. are fled).

Taild, 10thid, etc.—For leads, as necessary, advot through adval—For advances, with the two digits representing the release date and with no space between the siphs and numeric characters. Other two-dieft numerics may occasionally be used instead, such as advoc to indicate copy for which there is no specific release date.

kill-for a transmission advising that a kill is necessary on a story filed earlier under the same Keyword

as the one that sppears on this home.

advisory—For a transmission providing guidance to editors (such as the time a new lead is expected) on a story filed earlier under the same Keyword as the one that appears on his item.

withhold-for a transmission advising that any use of a story filed earlier under the same Keyword as the one that appears on this item is being removed from the news report. This designation is generally used for stories on

which a formal bill note is not necessary.

2 sakes, locates (etc.)—When, at the time the lead is filed, the news service knows how may lakes will move.

1 stadd, 10thadd (etc.) As appropriate

Insert-Az appropriate

sub-Fer substituted paragraphs that provide updated material

correction—As appropriate, writethin—For stories that combine new material with information from previous transmissions to make a new, complete story.

pickupindgraf, 10thgraf (atc.)—To indicate the highest paragraph of a previous transmission that will stand

when this kem is merged with it.

Some stories will require up to three of the Version Field entries. If so, the entries will be separated by hyphens. The sequence in which multiple entries will appear is shown by Columbs A and B which follow, Entries in Celumn A, it necessary, will always appear first in the Version Field. Those in Column B will appear first. second, or third, depending on the circumstances.

Column A		Column B 2 takes (etc.)
sked		1stade (etc.)
Tetle (etc.)	•	insert
advot (atc.)		sub
kill		correction
advisory.		writethru
withhold		pickup2ndgraf (etc.)
elimination.		, and the same

invalid entries may occasionally appear in this field. If so, they should be treated as if no entry had been fied.

P. END-OF-FIELD DELIMITER - Designated by a Single Space (SP).

O. REFERENCE FIELD

This segment will provide, at the news service's option, a reference to a relevant previous transmission number on . the story. When available, it can be used to assist the linkup process underaken on the basis of information in the Version Field.

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alpha character and four numeric characters.

Many transmissions will not require any entry in this . field. If no entry is required, an additional space will be transmitted inslead.

Examples of Keyword, Version Field and Reference Feld:

am-election a/n-election 1 stadd am-election 1 stid \$8010 am-election 1 stid-1 stadd-pickup9thgraf pm-election bil-2takes pm-election bit-Insert #5280 om-election 1stid-pickup-lihorat pro-election 1stid-1 stadd #5780 pro-election 1 mid-correction bo-leature adv01 bc-feature adv01-1stadd

NOTE: Keyword, Version Field and Reference Field characters may appear as either capital or lower case.

R. END-OF-FIELD DELIMITER Designated by a Single Space (SP).

DATE

This will be one or two numerics, a hyphen and one or two numerics. It indicates filing date.

T. END-OF-FIELD DELIMITER Designated by a Single Space (SP).

U, WORD COUNT

For UPI this is a computer-generated four-digit estimate of the number-of words in the text. The number is determined by taking the total number of characters of the text (including nonprinting characters) and dividing by the number six (6).

END-OF-FIELD-DELIMITER

Designmed by a Carriage Return (CR) and a Line Feed

W. START OF TEXT

Text begins by inserting a Start-of-Text (STX) command.

This is the message content or product of the transmission......

Y. END OF TEXT

The text is terminated by an End-of-Text (ETX) command.

Z TIME AND DATE

This is the time and date the story is transmitted. Time and date may be preceded by up to four alpha characters that identify the originator or wire carrier.

AA. END OF TRANSMISSION

The end of transmission is signaled by inserting an End-of-Transmission (EOT) command.

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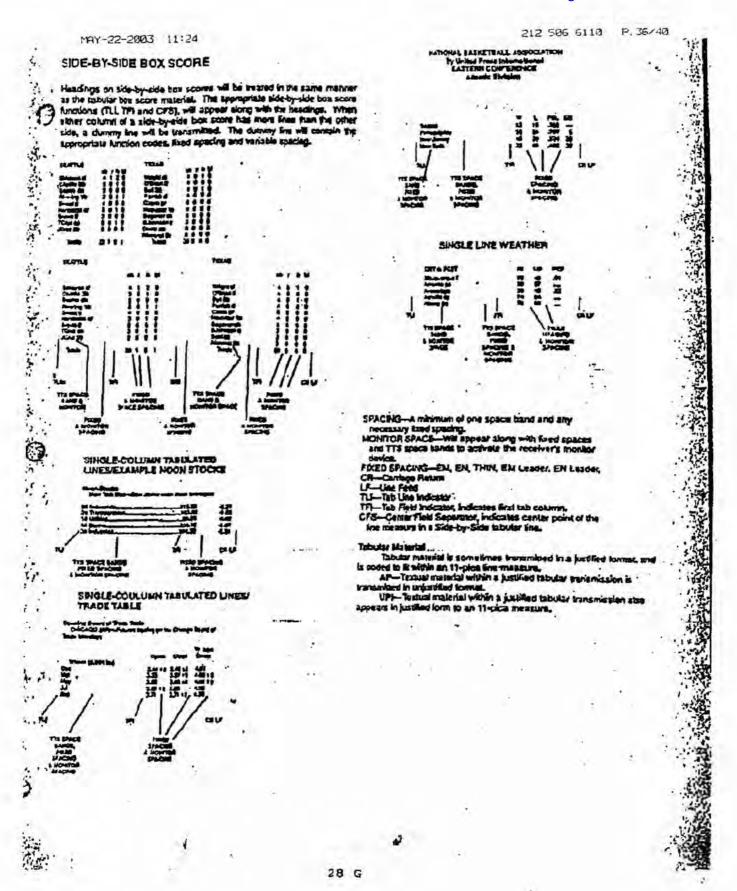
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Special newspaper character set

The modiled ASCIII character code chart accompanying this explanation is recommended to builtable computer-to-computer transmission of wire service material.

Characters and lonnal effections shown on the chart represent the appropriate transmission codes for the specified locations. The character has appears on various manufacturers' line printers will vory in some cases.

For example, in column two, now ten, some manufacturess

Ene printers will printest an asterial character. However, the character being transpitted will be an EM Leader.

1. TLI—A Tab Line Indicater code as the beginning of a See indicates a Labitar Enc; three TLI codes at the beginning of a line.

indicates a tablety and butter line.

2. HT—Horizonal Tab at the beginning of a line indicates a paragraph indent, and will be lollowed by three SP (Spece) sodes. The space codes or able the line printer to represent the paragraph.

SSI—Single Shift provides for a single character access of an alternois character set. The alternois character set may be found in ANPA Special Report 85-1.

4. FF-This code will appear at propeofied injervels and will be trested as a MUL code.

be treated as a NUL code.

5. SO—Shift Out provides for an alternase character set. The character set to be transmitted will be mutually agreed to by a receiving party (also see ANPA Special Report 65-1).

6. SU—Shift in is the code reserved to return transmission mode to the normal character set, as printed here.

7. NAK—The Negative Achitch-leggerount Code is being used by UPI and is reserved for that purpose.

8. STH—Codes may appear at unappecified intervals through transmission. It is recommended that computer programs Ignore all consumerates of STM codes.

all occurrences of SYN codes.

S. CFS—Contet Field Separater Code is used only in side by-side (abutar lines (primarily baseball barscores), and indicates the

mid-point of the measure. It also identifies the point after which 175 Space Band codes may reappear until another TFI is transmitted.

10. TFI-Tab Field Indicator. In a tabular fine this cod identifies the point where the beginning of fixed specing codes (EM Space, EN Space, etc.) should be preserved if columns of figures are to align property. Within a tabular fine, no TTS Space Band code lollows a TPI unless the fine contains side-by-side meterial.

11. SPACE CODES

SP-This code, when transmitted which a cabular line, is used to drive monitor devices. It should be ignored for typesetting

TTS Space Band-This code, which appears only in tabular lines, identifies locations where variable width space will be needed for hyperating.
EM Space—A fixed space, typically twice the width of a

EN Space—A ford space; typically the width of a single

Thin Space-A fixed space, typically the width of a period,

EM Leader Fixed specing that inserts two does the width FM space

EN Leader-Fixed spacing that inserts one cot, the width

Note: Aborted transmissions may appear at unspecified intervals. They should be ignored. An aborted transmission is identified when the Start Of Header (SOH) and alpha changing are tollowed by an idle state exceeding 250 milliceconds, or receipt of a

Text—The text of a wire service transmission is any material that appears between the Stan-Of-Text (STX) and End-Of-Text (STX) function codes.

There is no maximum number of characters in a line of text

THE COMMITTEE

A number of newspaper, news service and manufaceurers representatives were instrumental in the initial publication of ANPA/Research instrume Builein 1312, dated February 1, 1979. This Special Report is an update of that material and was developed through the continuing afforts of the ANPA. Wire Service Transmission Guidelines Committee. This committee consists of approximately 96 people.

The Wire Service Transmission Guidelines Committee is discovered from the 6-5.

directed through a Steering Committee appointed from the full committee mombership, and they represent large, medium and small newspapers; manufacturers and the news service carriers.

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Dulles Airport, Washington, DC 20041
Telephone (703) 648-1907

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ROYALTY ACCOUNTING

April 11, 2000

Mr. Ted Mendelsohn Associated Press 50 Rockefeller Plaza New York, NY 10020

Dear Mr. Mendelsohn:

In accordance with our license agreement, enclosed is your 1999 Independent Auditors' Report from Deloitte & Touche LLP, the independent auditors for LEXIS-NEXIS.

If you have any questions regarding this report or your royalty payments, please contact me at (937) 865-1642.

Sincerely,

Dave Oakley, Manager Royalty Accounting

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